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11.4 Severability; Waiver. If any provision or part of any provision of this Agreement is invalidated by operation of law or otherwise, that provision or part will, to that extent, be deemed omitted and the remainder of the Agreement will remain in full force and effect. In the place of any such invalid provision or part thereof, the Parties undertake to agree on a similar but valid provision, the effect of which is as close as possible to that of the invalid provision or part thereof.

11.5 Remedies Not Exclusive. The remedies herein are not exclusive, but rather are cumulative and in addition to all other remedies available to onsemi.

11.6 Records; Audit. Licensee agrees that it shall maintain accurate and complete records relating to this Agreement during the term of this Agreement. Upon reasonable advance written notice, onsemi shall have the right no more frequently than once in any 12 month period during the term of the Agreement, through an independent third party approved by Licensee in writing (such approval not to be unreasonably withheld), to examine and audit such records and Licensee's compliance with the terms of this Agreement. Any such audit shall not interfere with the ordinary business operations of Licensee and shall be conducted at the expense of onsemi.

11.7 No Joint Venture, Agency, etc. Nothing in this Agreement shall be deemed to create a partnership or any agency relationship between onsemi and Licensee. onsemi and Licensee are independent companies. No Party shall be entitled to act on behalf of and/or to bind the other Party. This Agreement is made solely for the exclusive benefit of the Parties and all third party rights of enforcement are hereby excluded to the fullest extent possible.

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